



James City County Parks & Recreation Paddle Craft Storage License

This is a License by and between the undersigned Paddle Craft Owner(s), hereafter called "Owner," and James City County, hereafter called "JCC" for the license of storage space to store the Owner's personal, non-commercial paddle craft, hereafter called "Paddle Craft", in designated space provided by JCC at the following park locations (the "Property"):

- Chickahominy Riverfront Park, 1350 John Tyler Highway, VA 23185
- Jamestown Beach Event Park, 2205 Jamestown Road, Williamsburg, VA 23185;
- James City County Marina, 2054 Jamestown Road, Williamsburg, VA 23185; or
- Little Creek Reservoir Park, 180 Lakeview Drive, Toano, VA 23168.

By signing this License, the Owner agrees to the following conditions:

- I. Storage License Fee
 - a. Storage fee shall be for one unassigned, outdoor storage slot of JCC's choice for a single Paddle Craft.
 - b. Residents of JCC or the City of Williamsburg may be charged a discounted storage fee.
 - c. JCC has the right to adjust fees at any time.
 - d. Storage fees may be pro-rated based on the date both parties enter into the License.
- II. Term

This License shall grant the Owner the right to an unassigned, outdoor storage slot of JCC's choice for a single Paddle Craft for a single month.
- III. Parking Location

Parking is permitting only in designated parking areas. The Paddle Craft Launch and Loading/Drop-off Area is designated only for immediate loading and drop-off. Parking in this area may result in a parking ticket and/or the vehicle being towed and recovery will be at the Owner's expense.
- IV. Notification of Changes

Owner must notify JCC in writing within seven (7) days of any of the following changes: home address, email address or phone number(s), or Paddle Craft ownership.
- V. Payments
 - a. The first month payment will be pro-rated based on the date this License is signed.
 - b. Payments are due on or before the first of each month.
 - c. Payments received after the first of each month will be considered late.
 - d. Late payments will incur a \$5 per day late fee.
 - e. Owner may submit payments for multiple months; provided, however, that such prepayment does not guarantee the Owner a fixed Storage License Fee.
- VI. Access to Paddle Craft

Access to Paddle Craft is permitted only when the Property is open.
- VII. Disputes
 - a. Any concerns or grievances should be brought to the immediate attention of the Park Coordinator, or his/her designee.
 - b. Disputes will be handled by the Park Operations Coordinator, or his/her designee.
- VIII. Notice
 - a. Notice shall be calculated upon the postmark date.
 - b. Notice to the Owner shall be to the address set forth in this License or as amended pursuant to section IV.
 - c. Notice to the County shall be addressed to:

James City County Parks and Recreation
Re: Paddle Craft Storage Notice
P.O. Box 8784
Williamsburg VA 23187-8784

- IX. Termination
 - a. This License terminates the last day of each month payment is received, but will automatically renew if payment is received before or on the first day of the subsequent month.
 - b. Either party has the right to terminate this License, without penalty to either, in writing with at least thirty (30) days advance notice to the other; provided, however, that if the Owner terminates the License with proper notice and has prepaid for more than one month, the prorated amount of prepaid funds will be refunded to the Owner, minus a 10% administration fee.

- c. This License may be immediately terminated at JCC's sole discretion (without any further notice necessary) for any of the following reasons:
 - i. Issuance of more than one parking ticket to the Owner.
 - ii. Transfer of ownership of the Paddle Craft.
 - iii. If any outstanding balance is not received by JCC by the fifth day of each month,
 - iv. If in a 12-month period the Owner makes more than one late payment,
 - v. If JCC receives a returned check from the Owner.
- d. Upon termination for any reason, the Paddle Craft must be removed from the Property within five (5) calendar days after the date of termination. After five (5) calendar days, the Owner consents to the County destroying the lock and cable (if any) securing the Paddle Craft. The County will store the Paddle Craft in a location deemed suitable by the County for fifteen (15) additional calendar days, during which time rent shall accrue at the then-current rate plus a five (5) dollar per day late fee. If the Owner does not pay the outstanding fee and remove the Paddle Craft from the Property before the expiration of this fifteen (15) day period, the Paddle Craft shall be deemed abandoned and, as evidenced by execution and signature of this License, the Owner agrees that ownership of the Paddle Craft, without cost or other liability, shall fully, completely, and automatically transfer to the County without further action by either party. The County may at its sole option use, dispose, or sell the Paddle Craft without further liability to the (former) Owner.

X. Modification

- a. This License may be modified by the County, which shall become effective upon the tenth (10th) day after Notice is given to the Owner.

The Owner agrees that s/he will not hold JCC liable for the loss of or damage to the Paddle Craft listed below, regardless of how loss or damage occurred. Additionally, the Owner will assume responsibility for authorized users listed below and properly securing the Paddle Craft. By signing below the Owner certifies that the information provided is accurate and agrees to all the terms and conditions of this License.

Owner Information

Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone #: _____

Email Address: _____

Number of Storage Slots Requested: _____

Paddle Craft Type: _____ Brand: _____ Color: _____

Paddle Craft Type: _____ Brand: _____ Color: _____

Paddle Craft Type: _____ Brand: _____ Color: _____

Paddle Craft Type: _____ Brand: _____ Color: _____

Emergency Contact Name: _____

Relationship: _____

Mailing Address: _____

City, State, Zip: _____

Phone #: _____

Email Address: _____

Owner Signature: _____ Date: _____